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AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, Oburn Quenichet, Individually and as Independent Executrix of the Estate of John Wesley Quenichet, as Lessor, and Titan Operating, LLC, as Lessee, entered into that certain Oil and Gas Lease dated December 3, 2008, which is filed in Instrument Number D209132935, Official Public Records of Tarrant County, Texas (the "Lease"); and

WHEREAS, Oburn Quenichet, Individually and as Independent Executrix of the Estate of John Wesley Quenichet, (the "Lessor") and Titan Operating, LLC (the "Lessee") desire to amend the Lease in the manner provided below.


NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor, and Lessee hereby amend the Lease, as follows:

Leased Premises: Lessor and Lessee agree to replace the legal description listed as "Tract II" on the Lease's Exhibit "A" in the Oil and Gas Lease with the following legal description:

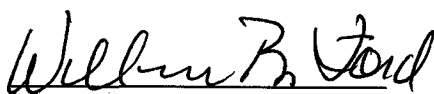
8.301 acres of land, more or less, including any adjacent roadways, if any, located in the Hall Medlin Survey, Abstract Number 1308, Tarrant County, Texas, being the lands described as "TRACT TWO" in a Warranty Deed, dated April 1, 1967, from Lee Crowley and wife, Marguerite Crowley to John W. Quenichet and wife, Oburn Quenichet, recorded in Volume 4384, Page 871, Deed Records of Tarrant County, Texas.

For the same consideration recited above, Lessor does hereby consent to, ratify, adopt and confirm all of the terms and provisions of the Lease, as amended herein, and does hereby grant, lease, demise and let to Lessee, its successors and assigns, the lands covered by the Lease, as amended herein, upon and subject to all of the terms and provisions set out in the Lease, as amended. The undersigned hereby further declares that the Lease, as amended, in all its terms and provisions, is and remains a valid and subsisting Oil, Gas, and Mineral Lease and declares that the Lease is binding upon the Lessor and Lessor's successors and assigns. Except as set forth above, the remaining terms and provisions of the Lease shall remain in full force and effect.

EXECUTED this 7th day of March, 2011.


Wayne Quenichet acting as attorney-in-fact
for Oburn Quenichet

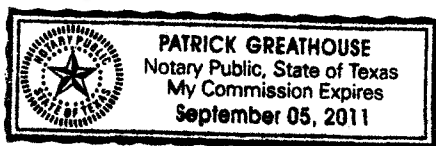
TITAN OPERATING, LLC


William B. Ford
Vice President of Land

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

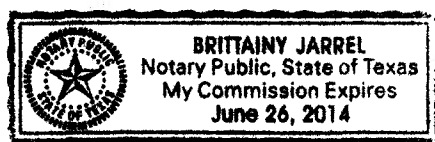
This instrument was acknowledged before me on the 7th day of March, 2011 by Wayne Quenichet, acting as attorney-in-fact for Oburn Quenichet.



Patrick Greathouse
 Notary Public, State of Texas

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on the 10 day of March, 2011, by William B. Ford, acting as Vice President of Land for Titan Operating, LLC, a Texas limited liability company, on behalf of the limited liability company.



Brittainy Jarrel
 Notary Public, State of Texas

After Recording Return To:
 Norwood Land Services, LLC
 6421 Camp Bowie Blvd., Ste 312
 Fort Worth, TX 76116

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NORWOOD LAND SERVICES LLC
6421 CAMP BOWIE BLVD STE 312
FT WORTH, TX 76116

Submitter: NORWOOD LAND SERVICES
LLC

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Filed For Registration: 4/11/2011 1:07 PM

Instrument #: D211083936

LSE

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PGS

\$20.00

By: Mary Louise Garcia

D211083936

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL